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Attorneys for Defendants  
PARSONS BRINCKERHOFF, INC. and ALLTECH, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES

RONALD HOUSTON, on behalf of  
himself and all others similarly  
situated; and JOSEPH  
LOMASCOLO, on behalf of himself  
and all others similarly situated,

Plaintiffs,

v.

URS CORPORATIVE, DEWBERRY  
& DAVIS LLC, PARTNERSHIP  
FOR RESPONSE AND RECOVERY  
(PaRR), PARSONS  
BRINCKERHOFF, INC., and,  
ALLTECH, INC.

Defendants.

**Case No. CV 07357 AHM (PJWx)**

**DECLARATION OF HUGH INGLIS IN  
SUPPORT OF DEFENDANTS' PARSONS  
BRINCKERHOFF INC.'S AND  
ALLTECH, INC.'S MOTION TO  
DISMISS OR TO TRANSFER VENUE**

**Date:** February 11, 2008  
**Time:** 10:00 a.m.  
**Ctrm:** 14  
**Judge:** Honorable A. Howard  
Matz

**Complaint Filed:** 11/03/07  
**Trial Date:** None

1 I, HUGH INGLIS, declare and state as follows:

2 1. I am employed by ALLTECH, Inc. ("ALLTECH") in the position of Project  
3 Manager and Senior Vice President. I have been employed by ALLTECH for about 10  
4 years.

5 2. I make this Declaration of my own personal knowledge or upon review of  
6 records or other documents, and if called upon as a witness, I would competently testify  
7 thereto.

8 3. ALLTECH is a wholly-owned subsidiary of Parsons Brinckerhoff Inc.<sup>1</sup>  
9 (Parsons Brinckerhoff"). Unlike other subsidiaries of Parsons Brinckerhoff, ALLTECH  
10 does not perform professional services.

11 4. Parsons Brinckerhoff and ALLTECH have no corporate relationship to  
12 Defendants URS Corporation, Dewberry & Davis LLC, or Partnership For Response And  
13 Recovery (PaRR). Parsons Brinckerhoff and ALLTECH are separate entities from the  
14 remaining Defendants and do not share with them common ownership, benefits, facilities  
15 or financial resources.

16 5. Pursuant to a contract with The Federal Emergency Management Agency  
17 ("FEMA") ALLTECH retains independent contractors to inspect residences damaged in  
18 "disasters" declared by the President. This program is part of FEMA's housing disaster  
19 program, which provides federal housing assistance to homeowners and renters.

20 6. Parsons Brinckerhoff is not a party to the contract with FEMA, only  
21 ALLTECH. A true and correct copy of the cover sheet to the contract between FEMA  
22 and ALLTECH is attached as **Exhibit A**.

23  
24  
25  
26 <sup>1</sup> Subsidiaries of Parsons Brinckerhoff generally provide strategic consulting, planning, engineering, and program  
and construction management services to public and private sector clients.

9. ALLTECH maintains its headquarters offices in Herndon, Virginia, with the FEMA-related contract being serviced from ALLTECH's office in Winchester, Virginia.

11. During the past three years, ALLTECH has provided services to FEMA at a number of disaster sites across the country. Attached, as **Exhibit C**, is a true and correct copy of a chart compiled from business records of the FEMA disaster sites at which ALLTECH rendered services. Only one of the 39 sites was located in California; it was in the Central District of California.

12. At the disaster site in California at which ALLTECH arranged for services to be rendered to FEMA in 2006, 3,967 inspections were conducted. That is only 0.32% (or less than 1/3 of 1%) of the total number of inspections done during the past three years. See Exhibit C.

13. Further, only 21 (2.4% of the total) inspectors rendered inspection services on the FEMA disaster site in California in 2006. In contrast, 868 inspectors rendered services during that period of time at FEMA disaster sites outside California. (The number references the total of all of the inspectors deployed during 2006. Some of the inspectors in the count may have been deployed at multiple disasters sites. The total for each site makes up the total for the year.)

16. Inspectors who render services at a disaster site do not perform any services for ALLTECH as an “employee” at other times. They do not perform dual roles in any way.

18. ALLTECH's corporate offices, records and officials are located in Virginia, not California.

20. During the three-year period preceding the date this suit was filed, Ronald Houston never was an employee of ALLTECH. In fact, review of the Company's records does not reflect any payment to Ronald Houston, which would include any payment pursuant to a 1099 tax form during that three-year period.

21. Plaintiff Joseph Lomascolo rendered services at FEMA disaster sites as an independent contractor. According to the Company's records, he conducted residential

1 appraisals at the following FEMA disaster sites: Louisiana, Massachusetts and  
2 Pennsylvania. None were located in California.

3 22. In the Complaint, Joseph Lomascolo alleges that he is a resident of  
4 Shawanese, Pennsylvania, not California (and certainly not within the Central District of  
5 California). See Exhibit D (Complaint, para. 8). Joseph Lomascolo does not allege that  
6 he was “employed” by Parsons Brinckerhoff or by ALLTECH in California, especially  
7 within the Central District of California. See, e.g., Exhibit D (Complaint, para. 8).

8 23. Plaintiff Ronald Houston alleges that he is a resident of the County of Los  
9 Angeles, in the State of California, but never alleges that he was “employed” by or  
10 provided services to Parsons Brinckerhoff or by ALLTECH. See, e.g., Exhibit D  
11 (Complaint, para. 7). To the contrary, Plaintiff Houston alleges only that he purportedly  
12 was “employed” by Defendants URS Corporation, Dewberry & Davis LLC and  
13 Partnership For Response & Recovery.

14 24. While a general accusation is made in the Complaint with respect to  
15 ALLTECH providing “housing inspector personnel at any time and at all national disaster  
16 sites in the United States and its territories, including the Central District of California,”  
17 there is no factual allegation of any FEMA disaster site in the Central District of  
18 California at which ALLTECH was contracted to provide services.

19 25. ALLTECH did not provide services upon or with respect to any “disaster  
20 sites” in the Central District of California within the three year period preceding filing of  
21 suit herein.

22 26. Review of data in ALLTECH’s records indicates that inspectors who  
23 rendered the services as independent contractors upon FEMA projects, reside in a great  
24 many states across the country. For inspectors who rendered services during 2005, 2006  
25 and 2007, relatively few (only 5.2%) resided in California. Attached, as **Exhibit E**, is a  
26

1 true and correct copy of a chart compiled from business records reflecting the last known  
2 residences of those inspectors. The largest number resided in Texas (24%), with the next  
3 largest number residing in Florida (13.7%). If a two-year limitation period applied, the  
4 largest number of inspectors (26%) resided in Texas. The second largest group lived in  
5 Florida and were 14.4% of the total number of inspectors. During the three-year period,  
6 inspectors living in Texas and Florida conducted 36.1% of the inspections. During the  
7 preceding two-year period, inspectors residing in Texas and Florida conducted 39.1% of  
8 the inspections. Inspectors residing in California conducted far fewer inspections (and did  
9 so largely outside California).

10 27. Few of the total number of inspections upon FEMA disaster sites were  
11 performed by inspectors who were known to reside in California. See Exhibit E.

12 28. ALLTECH does not maintain employees or an office in California to service  
13 the FEMA contract for residential appraisals at FEMA disaster sites. The services  
14 rendered in Northern California (at the Napa, Sonoma, Marin disaster in 2006) are  
15 coordinated from the Virginia office of ALLTECH.

16 29. When requesting payment for supplies delivered or services rendered under  
17 the FEMA contract, ALLTECH prepares an invoice for such payment in its Virginia  
18 offices and submits that invoice to FEMA. As required by the FEMA contract,  
19 ALLTECH submits such invoices to the FEMA Office of Financial Management located  
20 in Bluemont, Virginia. Bluemont, Virginia is located in Loudoun County, Virginia,  
21 which is within the jurisdiction of the Eastern District of Virginia.

22 30. All of the FEMA personnel with whom ALLTECH interacts are located at  
23 the Winchester, Virginia; Bluemont, Virginia or Washington, D.C. offices of FEMA.

1 31. ALLTECH's current or former personnel responsible for managing  
2 ALLTECH's FEMA contracts, and for retaining independent contractors to service those  
3 contracts, report to ALLTECH's offices in Virginia.

4 32. It would be wholly inconvenient for witnesses of ALLTECH and the FEMA  
5 witnesses to travel to Los Angeles for purposes of testifying at depositions or hearings in  
6 this case. It would be far more convenient for them to do so in the Eastern District of  
7 Virginia. (The FEMA witnesses could not be compelled by subpoena to travel across the  
8 country to do so.)

9 33. All of the documents maintained by ALLTECH in connection with this case  
10 are located either at its facilities in Virginia, or at Parsons Brinckerhoff's office in New  
11 York City, including the independent contractor agreements expressly governed by the  
12 law of the Commonwealth of Virginia; documents relating to the retention of independent  
13 contractors; documents relating to the services performed by the independent contractors;  
14 documents relating to FEMA contracts; documents relating to the disasters serviced by  
15 ALLTECH and the independent contractors; and, invoices relating to payment of the  
16 independent contractors.

17 I declare under penalty of perjury under the laws of the United States that  
18 the foregoing is true and correct.

19 Executed this 3<sup>rd</sup> day of January \_\_, 2008, at Orland, Maine.

20  
21  
22  
23  
24   
25 HUGH INGLIS

# EXHIBIT A

# EXHIBIT A

|  |  |   |   |   |                           |   |         |
|--|--|---|---|---|---------------------------|---|---------|
| <b>AWARD/CONTRACT</b>  |  | <b>1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)</b>   |   | <b>RATING</b><br>N/A  | <b>PAGE OF PAGES</b><br>1 |   |         |
| <b>2 CONTRACT NO</b> (Proc Inst Ident)<br>HSFEHQ-D7-D-0225   |  | <b>3 EFFECTIVE DATE</b><br>See Block 20 C   |   | <b>4 REQUISITION/PURCHASE REQUEST/PROJECT NO</b><br>N/A   |                           |   |         |
| <b>5 ISSUED BY</b><br>DHS/Federal Emergency Management Agency<br>Acquisitions Procurement & Grants<br>Response and Logistics Branch<br>500 C Street, S.W., PP 5th Floor<br>Washington DC 20472   |  | <b>6 ADMINISTERED BY</b> (If other than Item 5)<br>Helen Housand<br>202-646-2658<br>Helen.housand@dhs.gov   |   | <b>CODE</b> 7022  |                           |   |         |
| <b>7. NAME AND ADDRESS OF CONTRACTOR</b> (No, street, city, county, State and ZIP Code)<br><br>ALLTECH INC<br><br>465 SPRINGPARK PL<br><br>HERNDON VA 201705227  |  |   | <b>8 DELIVERY</b><br><br><input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)<br><b>9 DISCOUNT FOR PROMPT PAYMENT</b><br><br>N/A |   |                           |   |         |
| <b>CODE</b> 7022 <b>FACILITY CODE</b>  |  | <b>10 SUBMIT INVOICES</b><br>(4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN  |   | <b>ITEM</b><br>BLOCK 12   |                           |   |         |
| <b>11 SHIP TO/MARK FOR</b><br>DHS/Federal Emergency Management Agency<br>Attn: Michael Hockman (VA-NPSC)<br>Winchester Branch<br>P.O. Box 166<br>Berryville VA 22611   |  | <b>12. PAYMENT WILL BE MADE BY</b><br>DHS/Federal Emergency Management Agency<br>Disaster Finance Center<br>Attn: Vendor Payments, Bldg 708<br>P.O. Box 800<br>Berryville, VA 22611 |   | <b>CODE</b> 7022  |                           |   |         |
| <b>13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )  |  |   | <b>14 ACCOUNTING AND APPROPRIATION DATA</b>   |   |                           |   |         |
| <b>15A. ITEM NO.</b>   | <b>15B. SUPPLIES/SERVICES</b>  | <b>15C. QUANTITY</b>  | <b>15D. UNIT</b>  | <b>15E. UNIT PRICE</b>  | <b>15F. AMOUNT</b>        |   |         |
|  | Housing Inspection Services Area Nationwide contract<br>Base Period from April 1, 2007 through September 30, 2007,<br>plus 1 one year option periods<br><br>The guaranteed minimum will be met by issuance of the first<br>task order, which will be issued simultaneously with the<br>contract. |   |   |   |                           |   |         |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>   |  |   |   |   | -0-                       |   |         |
| <b>16. TABLE OF CONTENTS</b>   |  |   |   |   |                           |   |         |
| (X)  | SEC.   | DESCRIPTION   | PAGE(S)   | (X)   | SEC.                      | DESCRIPTION   | PAGE(S) |
| <b>PART I - THE SCHEDULE</b>   |  |   |   | <b>PART II - CONTRACT CLAUSES</b>   |                           |   |         |
| X  | A  | SOLICITATION/CONTRACT FORM  | 3   | X   | I                         | CONTRACT CLAUSES  | 23      |
| X  | B  | SUPPLIES OR SERVICES AND PRICES/COSTS   | 4   | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH</b>  |                           |   |         |
| X  | C  | DESCRIPTION/SPECS./WORK STATEMENT   | 1   | X   | J                         | LIST OF ATTACHMENTS   | 191     |
| X  | D  | PACKAGING AND MARKING   | 1   | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>   |                           |   |         |
| X  | E  | INSPECTION AND ACCEPTANCE   | 2   | X   | K                         | REPRESENTATIONS, CERTIFICATIONS AND<br>OTHER STATEMENTS OF OFFERORS | 1       |
| X  | F  | DELIVERIES OR PERFORMANCE   | 4   | X   | L                         | INSTRS., CONDS., AND NOTICES TO OFFER                               |         |
| X  | G  | CONTRACT ADMINISTRATION DATA  | 7   | X   | M                         | EVALUATION FACTORS FOR AWARD  |         |
| X  | H  | SPECIAL CONTRACT REQUIREMENTS   | 9   |   |                           |   |         |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>   |  |   |   |   |                           |   |         |
| <b>17</b> <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |  |   |   | <b>18</b> <input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |                           |   |         |
| <b>19A. NAME AND TITLE OF SIGNER</b> (Type or print)<br>Hugh J. Inglis Sr. Vice President, Alltech, Inc.   |  |   |   | <b>20A. NAME OF CONTRACTING OFFICER</b><br>Chandra G. Lewis<br>Contracting Officer  |                           |   |         |
| <b>19B. NAME OF CONTRACTOR</b><br>BY <u>[Signature]</u>  |  | <b>19C. DATE SIGNED</b><br>3/30/07  |   | <b>20B. UNITED STATES OF AMERICA</b><br>BY <u>[Signature]</u>   |                           | <b>20C. DATE SIGNED</b><br>3/30/07                                  |         |
| (Signature of person authorized to sign)   |  |   |   | (Signature of Contracting Officer)  |                           |   |         |

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STANDARD FORM 26 (REV. 12/2002)  
Prescribed by GSA - FAR (48 CFR) 53.214(o)

U.S. Department of Homeland Security  
500 C Street, SW  
Washington, DC 20472



**FEMA**

March 30, 2007

Hugh J. Inglis.  
Senior Vice President/Project Director  
Alltech, Inc. (a Parsons Brinckerhoff Company)  
465 Spring Park Place  
Herndon, VA 20170

Reference: Contract Number HSFEHQ-07-D-0225

Dear Mr. Inglis:

Enclosed is referenced contract for your review and signature by your authorized official. Request you return three (3) signed originals by 5:00 p.m. eastern time March 30, 2007. Upon execution by the FEMA Contracting Officer, a fully executed original will be returned to you for your records.

Our mailing/delivery address is as follows:

DHS/Federal Emergency Management Agency  
Acquisition Procurement and Grants  
Attn: Chandra Lewis, Branch Chief, Response and Logistics  
Patriots Plaza, 5<sup>th</sup> FL., Room 503  
500 C Street, S.W., Room 350  
Washington, D. C. 20472

If you have any questions, or need additional information, please call me on (202) 646-3118.

Sincerely,

Chandra G. Lewis  
Contracting Officer

Enclosures(s)

[www.fema.gov](http://www.fema.gov)

# EXHIBIT B

# EXHIBIT B

## Independent Contractor Agreement

### Personal Information

InspectorId: **17985**  
 Name: **Joseph Lomascolo**  
 SSN: 222502603  
 Address: PO Box 218 Shawanese PA 18654  
 Phone: 570-639-2101  
 Email: insp17985@yahoo.com

### Business Information

Business Name: **Joseph John Lomascolo**  
 Business Type: Individual/Sole Proprietorship  
 Address Po Box 218 Shawanese PA 18654  
 Tax Id/SSN: 222502603  
 Role:

### Disadvantaged Business Type(s):

### Registration:

#### 2. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties agree and understand that the IC is an independent contractor, not an employee, of Client. Therefore, none of the ordinary rights and/or benefits of employment apply to the relationship between the parties. The parties also agree and understand the IC controls the means and methods of performance under this Agreement. Neither CLIENT, nor any of its representatives, has any right to direct, supervise or control either the means or methods of the IC's performance under this Agreement. Any written guidelines provided to the IC by CLIENT do not affect the IC's discretion to perform services under this Agreement independently, as discussed herein. IC agrees to provide his or her business card and/or copies of his or her business card to CLIENT on request. IC understands the IC is not doing the principal work of the employer.

#### 3. WORK TO BE PERFORMED

CLIENT desires that IC perform, and IC agrees to perform work as described in attached Addendum or Addenda and Task Orders. IC understands and agrees that by signing this Agreement, CLIENT is not guaranteeing that any inspections will be assigned to IC, that all services to be furnished pursuant to this Agreement shall be ordered by issuance of Task Orders by CLIENT, and that this Agreement may be terminated by either party in accordance with Item 13 below.

#### 4. TERMS OF PAYMENT

In consideration for the performance of services under the Agreement, CLIENT will pay IC for each properly completed and accepted inspection. The price per properly completed and accepted inspection will be stated within each **Task Order** presented to and accepted by the IC. Payment to IC for accepted inspections will be generated automatically at a defined interval based on an audit of the completed and accepted IC work in the CLIENT database. The IC will receive payment electronically or by check based on the audit results and Task Order pricing. IC will be provided supporting detail with each payment.

#### 5. REIMBURSEMENT OF EXPENSES

Except as indicated in attached Addenda or Task Orders, no expenses will be reimbursed to IC. The IC will be required to provide transportation as necessary at the job site for daily work requirements. IC will be further responsible for all expenses relating to food, lodging, local and long distance telephone calls, automobile, and miscellaneous expenses.

#### 6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES

Except as otherwise stipulated in this Agreement, IC shall supply, at IC's sole expense, all equipment, tools, materials and supplies to accomplish the work agreed to be performed.

#### 7. INDEMNIFICATION

IC agrees to indemnify and hold CLIENT harmless against any and all consequences or taxes, including penalties, fines or assessments, if any, which may arise from or relate to any service provided under this Agreement.

IC shall defend, indemnify, and hold CLIENT harmless from any and all claims, liabilities, losses, and expenses, including attorneys' fees and court costs, arising from any acts or omissions committed by IC or IC's employees, agents, or subcontractors including but not limited to, the IC's obligation to pay all necessary payroll and other taxes, during the performance of any duties under this Agreement.

#### 8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES

CLIENT shall neither withhold nor pay federal, state, or local income tax, or payroll tax of any kind, on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

**9. FRINGE BENEFITS**

Because IC is engaged in IC's own independent business, IC is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan, of the CLIENT.

**10. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES**

IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.

**11. WORKERS' COMPENSATION AND COMMERCIAL GENERAL LIABILITY INSURANCE**

No workers' compensation insurance shall be obtained by CLIENT covering IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC, and shall provide to CLIENT a certificate of workers' compensation insurance, or, in the event IC has no legal obligation to maintain workers' compensation insurance, and IC does not maintain such insurance, IC shall provide some evidence of health insurance which would cover IC for any injury sustained by IC in the performances of services under this Agreement.

**12. TERM OF AGREEMENT**

This Agreement shall be effective as of the date first indicated above. This Agreement shall remain in effect until terminated by IC or CLIENT.

**13. TERMINATION**

Without cause, the IC or CLIENT may terminate this Agreement after giving 7 days written notice to the other party. The parties shall deal with each other in good faith during the 7-day period after notice of intent to terminate without cause.

**14. NON-WAIVER**

The failure of CLIENT to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**15. NO AUTHORITY TO BIND CLIENT**

IC has no authority to enter into contracts or agreements on behalf of CLIENT. This Agreement does not create a partnership between the parties.

**16. DECLARATION BY INDEPENDENT CONTRACTOR**

IC declares that IC has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**17. HOW NOTICES SHALL BE GIVEN**

Any notice given in connection with this Agreement shall be given by telephone or Telecopy and confirmed in writing and sent by first class US Mail to the other party at the address stated above.

**18. ASSIGNABILITY**

IC may not assign this Agreement, in whole or in part.

**19. ENTIRE AGREEMENT**

This Agreement, the Addenda hereto, and any Task Orders issued hereunder, contain the entire Agreement and understanding between the parties and supersedes all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

**20. CHOICE OF LAW**

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the Commonwealth of Virginia.

**21. ENTIRE AGREEMENT**

This is the entire Agreement of the parties and cannot be changed or modified orally.

**22. SEVERABILITY**

Should any provision, part or term of this Agreement be held to be invalid or unenforceable, the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and a suitable and equitable provision shall be substituted to carry out, so far as may be enforceable and valid, the intent and purpose of the invalid or unenforceable provision.

**23. CONFIDENTIAL INFORMATION**

IC agrees and understands that CLIENT develops and uses valuable technical and non-technical information that it regards as highly confidential and which it wishes to protect from any unauthorized use or disclosure. During the course of IC's performance under this Agreement, IC may have access to such confidential and trade secret information. IC agrees not to use or disclose such confidential and trade secret information during the term of this Agreement, or any extension thereof, or after the expiration of the Agreement, without first obtaining written authorization from CLIENT.

**24. COST AND FEES**

If any legal action arises under this Agreement or by reason of any asserted breach of this Agreement, the prevailing party shall be entitled to recovery of all costs and expenses, including reasonable attorneys' fees incurred as a result of such legal action.

**25. AMENDMENTS**

This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.



I accept the terms and conditions as outlined

Next

Signed by Joseph Lomascolo on 6/13/2006

# EXHIBIT C

# EXHIBIT C

| DSTR_NF | State | Inspector Count | Reg Count |
|---------|-------|-----------------|-----------|
| 1605    | AL    | 333             | 93479     |
| 1636    | AR    | 9               | 635       |
| 1628    | CA    | 23              | 3957      |
| 1609    | FL    | 796             | 181938    |
| 1679    | FL    | 50              | 1173      |
| 1680    | FL    | 7               | 234       |
| 1664    | HI    | 15              | 3864      |
| 1633    | IL    | 10              | 1095      |
| 1722    | IL    | 11              | 1004      |
| 1729    | IL    | 10              | 1567      |
| 1612    | IN    | 6               | 569       |
| 1662    | IN    | 31              | 5723      |
| 1699    | KS    | 36              | 4232      |
| 1711    | KS    | 30              | 3297      |
| 1617    | KY    | 7               | 218       |
| 1603    | LA    | 1393            | 398635    |
| 1607    | LA    | 448             | 124692    |
| 1668    | LA    | 30              | 3423      |
| 1685    | LA    | 14              | 978       |
| 1642    | MA    | 52              | 10027     |
| 1693    | ME    | 27              | 2051      |
| 1717    | MN    | 47              | 4626      |
| 1726    | ND    | 5               | 174       |
| 1643    | NH    | 34              | 5235      |
| 1695    | NH    | 16              | 1729      |
| 1653    | NJ    | 19              | 541       |
| 1694    | NJ    | 116             | 14687     |
| 1690    | NM    | 5               | 431       |
| 1670    | NY    | 11              | 1131      |
| 1649    | PA    | 135             | 10557     |
| 1634    | TN    | 13              | 935       |
| 1606    | TX    | 1369            | 324566    |
| 1624    | TX    | 12              | 278       |
| 1658    | TX    | 21              | 4889      |
| 1697    | TX    | 15              | 1325      |
| 1709    | TX    | 40              | 11960     |
| 1730    | TX    | 14              | 1259      |
| 1719    | WI    | 40              | 4148      |
| 1599    | WY    | 3               | 167       |

# EXHIBIT D

# EXHIBIT D

1 WALTER J. LACK, SBN 57550  
2 RICHARD P. KINNAN, SBN 123170  
3 **ENGSTROM, LIPSCOMB & LACK**  
4 10100 Santa Monica Blvd., 16th Fl.  
5 Los Angeles, CA 90067  
6 Tel: (310) 552-3800  
7 Fax: (310) 552-9434

8 **DANZ & GERBER**  
9 **KARL GERBER, SBN 166003**  
10 13418 Ventura Blvd  
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13 Attorneys for Individual and Representative PLAINTIFFS

14 UNITED STATES DISTRICT COURT  
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 RONALD HOUSTON, on behalf of  
17 himself and all others similarly situated;  
18 and JOSEPH LOMASCOLO, on behalf  
19 of himself and all others similarly  
20 situated,

21 Plaintiffs,

22 vs.

23 URS CORPORATION, DEWBERRY &  
24 DAVIS LLC, PARTNERSHIP FOR  
25 RESPONSE AND RECOVERY (PaRR),  
26 PARSONS BRINCKERHOFF, INC.,  
27 and, ALLTECH, INC.

28 Defendants.

CV07-07357 AHM (PJW)

CASE No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Individual and representative plaintiff, RONALD HOUSTON, on behalf of  
himself and all others similarly situated, and JOSEPH LOMASCOLO, on behalf of  
himself and all others similarly situated, allege as follows:

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1

COMPLAINT

**NATURE OF THE ACTION**

1  
2       1. This is a representative action (also known as a collective action)  
3 brought pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. for the  
4 illegal failure by Defendants to pay overtime wages to plaintiffs and the members of  
5 the Classes. Plaintiffs and the members of the Classes allege that they were  
6 wrongfully misclassified by the employer defendants as independent contractors  
7 pursuant to a common employment policy. In fact, Plaintiffs and the members of the  
8 Classes were non-exempt employees entitled to be paid overtime wages for all hours  
9 worked in excess of 40 hours per week. The Fair Labor Standards Act, 29 U.S.C.  
10 216(b), expressly provides that an action to collect overtime wages under the FLSA  
11 may be brought by any one or more employees for and on behalf of himself and other  
12 employees similarly situated. The statute further provides that no employee shall be  
13 a party plaintiff to any 216(b) collective action unless and until he gives his consent  
14 in writing to become such a party and such consent is filed with the Court. A FLSA  
15 216(b) action is separate and distinct from a Rule 23 class action.

16       2. At all relevant times Plaintiffs and the Class members were Federal  
17 Disaster Housing Inspectors working for companies who had contracted with the  
18 Federal Emergency Management Agency (FEMA) to provide FEMA with inspection  
19 personnel at any and all national disaster sites in the United States and its territories.  
20 Disasters where FEMA is deployed include earthquakes, fires, floods, terrorist  
21 attacks, hurricanes, landslides, and tornadoes, among others. FEMA provides on-the-  
22 ground support for disaster recovery, expertise and funding for rebuilding efforts,  
23 relief funds for individual citizens, and, in conjunction with the Small Business  
24 Administration, assists individuals and businesses with low interest loans.

25       3. Despite controlling how their inspectors, including Plaintiffs and the  
26 members of the Classes, conducted their housing inspection jobs, defendants  
27 classified their inspectors, including Plaintiffs and the members of the Classes, as  
28 independent contractors and paid them only a set amount for each inspection, and

1 thus failed to pay the inspector Plaintiffs and members of the Classes overtime wages  
2 for hours worked in excess of 40 hours per week. Plaintiffs and the members of the  
3 Classes allege that they were misclassified as independent contractors rather than  
4 employees, and further allege that they suffered substantial damages in the form of  
5 lost overtime wages as they were not paid any overtime wages for the many hours  
6 they were required to and did work each week in excess of 40 hours per week.

7 4. The United States Internal Revenue Service has determined that disaster  
8 housing inspectors are employees for federal tax purposes.

#### 9 JURISDICTION AND VENUE

10 5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331  
11 for all claims arising under the FLSA, 29 U.S.C. § 201, et seq., and pursuant to 28  
12 U.S.C. § 1367 for all State law claims as they arise from a common nucleus of  
13 operative facts and form part of the same case or controversy.

14 6. Venue is appropriate in this Court because a substantial part of the  
15 events leading to this claim arose in this district, and because the defendants are  
16 subject to personal jurisdiction by the court in this district pursuant to 28 U.S.C. §  
17 1391(c).

#### 18 PARTIES

19 7. Plaintiff, RONALD HOUSTON, was at all relevant times and is a  
20 resident of the County of Los Angeles, State of California. At all relevant times  
21 Plaintiff RONALD HOUSTON was employed by Defendants URS CORPORATION,  
22 DEWBERRY & DAVIS LLC, PARTNERSHIP FOR RESPONSE & RECOVERY  
23 as a Disaster Housing Inspector at national disaster sites in the United States and its  
24 territories.

25 8. Plaintiff, JOSEPH LOMASCOLO, was at all relevant times and is a  
26 resident of Shawanese, State of Pennsylvania. At all relevant times Plaintiff JOSEPH  
27 LOMASCOLO was employed by Defendants PARSONS BRINCKERHOFF, INC.  
28 and ALLTECH, INC. as a Disaster Housing Inspector at national disaster sites in the

1 United States and its territories.

2 9. Plaintiffs are informed and believe and thereon allege that Defendant  
3 URS CORPORATION ("URS") is a Delaware corporation with its principal place of  
4 business located in California. URS does business throughout the United States and  
5 in California, including the Central District of California. At all relevant times  
6 Defendant URS CORPORATION operated under a contract with FEMA to provide  
7 housing inspector personnel at any and all national disaster sites in the United States  
8 and its territories, including the Central District of California.

9 10. Plaintiffs are informed and believe and thereon allege that Defendant  
10 DEWBERRY & DAVIS LLC ("DEWBERRY") is a Virginia corporation with its  
11 principal place of business in Fairfax, Virginia. DEWBERRY does business  
12 throughout the United States and in California, including the Central District of  
13 California. At all relevant times Defendant DEWBERRY & DAVIS LLC operated  
14 under a contract with FEMA to provide housing inspector personnel at any and all  
15 national disaster sites in the United States and its territories, including the Central  
16 District of California.

17 11. Plaintiffs are informed and believe and thereon allege that Defendant  
18 PARTNERSHIP FOR RESPONSE & RECOVERY ("PaRR") is a joint venture of  
19 unknown business form created and operated by Defendant URS CORPORATION  
20 and DEWBERRY & DAVIS to provide federal housing inspections for the FEMA.  
21 PaRR does business throughout the United States and in California, including the  
22 Central District of California. At all relevant times Defendant PARTNERSHIP FOR  
23 RESPONSE & RECOVERY operated under a contract with FEMA to provide  
24 housing inspector personnel at any and all national disaster sites in the United States  
25 and its territories, including the Central District of California.

26 12. Plaintiffs are informed and believe and thereon allege that Defendant  
27 PARSON BRINCKERHOFF, INC. ("PARSONS") is a Delaware corporation with  
28 its principal place of business in New York City, New York. PARSONS does

1 business throughout the United States and in California, including the Central District  
 2 of California. At all relevant times Defendant PARSON BRINCKERHOFF, INC.  
 3 operated under a contract with FEMA to provide housing inspector personnel at any  
 4 and all national disaster sites in the United States and its territories, including the  
 5 Central District of California.

6 13. Plaintiffs are informed and believe and thereon allege that Defendant  
 7 ALLTECH, INC. ("ALLTECH") is a Delaware corporation with its principal place  
 8 of business in New York City, New York, and that ALLTECH, INC. is a wholly-  
 9 owned subsidiary of Defendant PARSONS BRINCKERHOFF, INC. ALLTECH does  
 10 business throughout the United States and in California, including the Central District  
 11 of California. At all relevant times Defendant ALLTECH, INC. operated under a  
 12 contract with FEMA to provide housing inspector personnel at any and all national  
 13 disaster sites in the United States and its territories, including the Central District of  
 14 California.

15 14. On information and belief, at all times relevant herein, other entities,  
 16 employed plaintiffs and the class members as FEMA disaster housing inspectors and  
 17 are legally liable for the conduct alleged herein. All averments herein alleged against  
 18 the named defendants are also averred against these unknown entities.

#### 19 CLASS ACTION ALLEGATIONS

20  
 21 15. The "PaRR Class" is defined as follows: all persons who are or were ever  
 22 employed by Defendants URS Corporation, DEWBERRY & DAVIS LLC, or  
 23 PARTNERSHIP FOR RESPONSE AND RECOVERY (PaRR) as a housing disaster  
 24 inspector to perform inspections in FEMA-declared disaster areas in the United States  
 25 and its territories during the period November 1, 2004 to the present.

26 16. The "PARSONS Class" is defined as follows: all persons who are or  
 27 were ever employed by Defendants PARSONS BRINCKERHOFF, INC. and  
 28 ALLTECH, INC. as a housing disaster inspector to perform inspections in FEMA-

1 declared disaster areas in the United States and its territories during the period  
2 November 1, 2004 to the present.

3 17. The Fair Labor Standards Act, 29 U.S.C. 216(b), expressly provides that  
4 an action to collect overtime wages under the FSLA may be brought by any one or  
5 more employees for and in behalf of himself and other employees similarly situated.  
6 The statute further provides that no employee shall be a party plaintiff to any 216(b)  
7 collective action unless and until he gives his consent in writing to become such a  
8 party and such consent is filed with the Court. A FLSA 216(b) action is separate and  
9 distinct from a Rule 23 class action.

10 18. Each Class alleged herein consists of thousands of Disaster Housing  
11 Inspectors. The class members are easily ascertainable from the list of inspectors  
12 maintained by the Defendants. The claims of the named plaintiff class representatives  
13 herein are typical of the claims made by the class members, i.e. claims for failure to  
14 pay overtime wages based upon a mis-classification of FEMA disaster housing  
15 inspectors as independent contractors rather than employees pursuant to company  
16 policy to pay FEMA disaster housing inspectors as independent contractors. The  
17 questions of law and fact are common to all class members and predominate over any  
18 individual issues. The predominate questions of law and fact center upon the  
19 correctness of classifying FEMA disaster housing inspectors as independent  
20 contractors rather than employees where the manner of inspection and degree of  
21 employer control is practically identical under FEMA disaster housing inspection  
22 mandatory inspection policy and procedure. Counsel for the Classes are experienced  
23 in the prosecution of class and representative actions, and have the means and  
24 incentive to pursue this matter earnestly on behalf of the named Plaintiffs and the  
25 class members.

26 19. At all relevant times Plaintiff RONALD HOUSTON was employed by  
27 Defendants URS CORPORATION, DEWBERRY & DAVIS LLC, PARTNERSHIP  
28 FOR RESPONSE & RECOVERY as a Disaster Housing Inspector at national disaster

1 sites in the United States and its territories.

2 20. At all relevant times Plaintiff JOSEPH LOMASCOLO was employed by  
3 Defendants PARSONS BRINCKERHOFF, INC. and ALLTECH, INC. as a Disaster  
4 Housing Inspector at national disaster sites in the United States and its territories.

### 5 **GENERAL ALLEGATIONS**

#### 6 **A. Unlawful Activities of the PaRR Defendants**

7 21. At all relevant times Defendants URS, DEWBERRY, and PaRR,  
8 (hereinafter "Said PaRR Defendants") operated under a contract with FEMA to  
9 provide housing inspector personnel at any and all national disaster sites in the United  
10 States and its territories. The contract between FEMA and Said PaRR Defendants  
11 details precise policy and procedures required by FEMA for the disaster housing  
12 inspections conducted by the PaRR Defendants. Said PaRR Defendants in turn  
13 detailed precise policy and procedure whereby its inspectors, including Plaintiff and  
14 members of the PaRR Class, were to conduct and did conduct the disaster site  
15 housing inspections. At all times relevant, Said PaRR Defendants exercised  
16 substantial control over their housing inspectors, including Plaintiff and members of  
17 the PaRR Class, in terms of how the inspections occurred. Said PaRR Defendants  
18 were and are paid millions of dollars by FEMA for their disaster housing inspection  
19 services.

20 22. At all relevant times herein, Plaintiff RONALD HOUSTON was  
21 employed by Said PaRR Defendants as an inspector to work on FEMA-related field  
22 inspections.

23 23. Plaintiff RONALD HOUSTON worked for Said PaRR Defendants as an  
24 inspector on FEMA-related field inspections from the summer of 2003 through  
25 October 2005.

26 24. Each year Said PaRR Defendants and FEMA respond to numerous  
27 disaster sites throughout the United States. For any disaster relief effort coordinated  
28 by FEMA, Said PaRR Defendants deploy thousands of inspectors, including Plaintiff

1 and members of the PaRR Class, to provide disaster inspection services to disaster  
2 victims. In providing inspection services, inspectors, including Plaintiff and members  
3 of the PaRR Class, work substantial overtime hours without overtime compensation,  
4 as Said PaRR Defendants have, at all relevant times, designated their disaster housing  
5 inspectors, including Plaintiff and members of the PaRR Class, as independent  
6 contractors rather than employees. Notwithstanding the designation of disaster  
7 housing inspectors as independent contractors, said inspectors are factually and  
8 legally employees of Said PaRR Defendants.

9 25. At all relevant times, said PaRR Defendants recruit individuals to  
10 become inspectors, including Plaintiff and members of the PaRR Class, to work on  
11 FEMA-related disaster projects. Many individuals so recruited have little or no prior  
12 inspection experience, and little or no disaster training or experience. Said PaRR  
13 Defendants provided the training necessary for its inspectors, including Plaintiff and  
14 members of the PaRR Class, to properly conduct field inspections within the FEMA  
15 disaster housing program. Said PaRR Defendants provided basic and advance  
16 training, as well as online training modules. All inspectors must complete online  
17 training and field workshops to qualify for assignment to a disaster site. Scores  
18 received in training are used to evaluate inspectors for assignment to disaster sites.  
19 Inspectors receive training initially, periodically, and on a daily basis through an  
20 office review procedure.

21 26. At all relevant times, Said PaRR Defendants authorized and paid for  
22 inspectors' travel to disaster sites, briefs its inspectors at the disaster sites, and issues  
23 field equipment and computers to inspectors to be used in the performance of their  
24 inspections. Inspectors are expected to work a minimum of thirty days at a disaster  
25 site, and are released from duty only when so authorized by Said PaRR Defendants'  
26 field supervisors.

27 27. Field computers are provided to inspectors by Said PaRR Defendants;  
28 the computers have proprietary FEMA software including NEMIS ("National

Emergency Management Information System”) and ACE (“Automated Construction Estimation”). This software automates the inspection process, eliminates inspector discretion, and promotes uniformity. The software is designed with a number of pop-up windows, tool bars, drop down menus and inspection screens to facilitate and homogenize the inspection process. There are inspection screens for information regarding registration, dwelling, real estate, personal property, needs, and post-inspection. The inspectors input the required information into the PaRR-provided computer on the forms thereon, and at the end of the day the inspectors are required to and do wire/cable transfer said information to the PaRR defendants. Said PaRR Defendants then review the inspection information so provided, and communicate back to the inspector requesting corrected or additional information concerning the subject inspection.

28. Once deployed, inspectors are given specific inspections to be performed on a daily basis. Said PaRR Defendants retain control over inspectors to insist that precise protocols during inspections are followed, and retains control to exert oversight, evaluation and re-inspection by supervisors. Defendants assign their inspectors to certain geographic areas. Said PaRR Defendants direct inspectors to plan their route to their inspections, to telephone FEMA relief applicants, travel to the inspection, meet the applicant, perform automated paperwork related to the application, inspect damages to the property, fill out the automated paperwork upon completion, and transfer the information via wire/cable to PaRR/FEMA. Said PaRR Defendants require that each inspection take thirty to forty-five minutes. Said PaRR Defendants require the inspectors to work from sun-up to sun-down, and complete up to sixteen inspections per day, and, after the last inspection, wire/cable all inspection data to said Defendants and to call applicants to schedule the next day’s inspections. Said PaRR Defendants require their inspectors to be on-call at all times while assigned to a disaster site inspection project.

29. Said PaRR Defendants instruct its housing inspectors on professional

1 and ethical behavior to be used during inspections including the manner in which they  
2 are to conduct their inspections. Said PaRR Defendants require their inspectors to  
3 sign a Code of Conduct & Ethics before commencing work as an inspector.

4 30. Said PaRR Defendants supervise their inspectors directly and indirectly.  
5 Said Defendants issue questionnaires to the disaster victims asking for an evaluation  
6 of the inspector's work. Said PaRR Defendants also contact by telephone a  
7 percentage of each inspector's applicants shortly after the inspection to monitor the  
8 inspector's field performance.

9 31. Said PaRR Defendants require inspectors to perform all inspection  
10 services personally, and they are not authorized to hire assistants or other workers to  
11 assist in the performance of the inspection services. Said PaRR Defendants require  
12 this as a means of retaining control of the training of the inspectors and the manner  
13 in which the inspections are carried out. Said PaRR Defendants assign supervisors  
14 in the field to supervise inspectors. Each inspector is graded upon the quality of his  
15 or her inspections; said grade has an affect on future inspection assignments and  
16 bonus eligibility.

17 32. Said PaRR Defendants require inspectors to call said Defendant several  
18 times daily to listen to broadcast directives concerning the manner of performing  
19 inspections, and discipline the inspectors if they do not.

20 33. At all relevant times, Said PaRR Defendants require inspectors to wear  
21 badges identifying themselves as PaRR Housing Inspectors under contract of FEMA.  
22 Said PaRR Defendants also require a certain dress code for their inspectors, and are  
23 given instructions on what to say to the public on off hours.

24 34 Inspectors working for Said PaRR Defendants have a total lack of  
25 independence over setting their work hours, work crews and other details of their  
26 inspection work. Said inspectors are required to work only on the disaster inspection  
27 project assigned to him by Said PaRR Defendants. In fact, the demands made upon  
28 the inspectors by Said PaRR Defendants make it practically impossible for them to

1 offer services to other employers while on call during a disaster housing inspection  
2 project.

3 35. Said PaRR Defendants pay their inspectors a set fee for each inspection,  
4 thus eliminating any opportunity to experience a profit or loss consistent with an  
5 independent business.

6 36. The inspector's investment in the overall disaster housing inspection  
7 operation is disproportionately small when compared to Defendants' investment in  
8 the business. PaRR inspectors invest very little in the business other than their time.  
9 Said PaRR Defendants' business is principally FEMA inspection work as performed  
10 by their employed inspectors.

11 37. Said PaRR Defendants require their inspectors to work full-time and  
12 exclusively for said Defendants during the project, and for at least thirty days  
13 consecutively at the disaster site.

14 38. The inspectors working for Said PaRR Defendants do not make any  
15 independent judgments on the job site, but only execute the requirements set forth by  
16 their employer for conducting inspections and reporting findings thereon. Their job  
17 is to document information and transmit the information to Defendants.

18 39. Plaintiff and members of the PaRR Class are economically dependent  
19 upon Said PaRR Defendants during the time they work at a disaster site conducting  
20 inspections. The nature of job takes the inspector to a non-domiciliary site away from  
21 their residence for a period of at least thirty days where the inspectors are required to  
22 devote full-time to their employers' task of conducting housing disaster inspections  
23 for FEMA.

24 40. Inspectors working for Said PaRR Defendants purchase little or no  
25 equipment of their own for purposes of their job. They are provided with a company  
26 computer and software, and a camera for purposes of their inspections.

27 41. Said PaRR Defendants require their inspectors to complete inspections  
28 within a certain number of hours after the inspection assignment is issued.

42. Said PaRR Defendants expressly reserve the right to terminate inspectors, including Plaintiffs and members of the PaRR Class, for a variety of reasons including job performance. Said Defendants reserve the right to release inspectors from the disaster project in the event that the inspector takes a day off. The inspectors are required to work holidays and weekends during the project. The inspectors have no right to turn down inspection assignments.

43. At each inspection site, the PaRR inspector inspects only those parts and characteristics of the subject property as per the direction and questions put to him/her by software on the computer supplied by the employer.

44. Said PaRR Defendants impose disincentives on inspectors that reduced payment for each inspection that was considered substandard or otherwise deficient as determined by FEMA, and eliminate the payment for any inspection rejected outright by FEMA.

45. At all times relevant, the PaRR inspector operated under the direction and control of said Defendants in the performance of the disaster inspection services. At no time were the inspectors free from direction and control over the performance of the disaster inspection services. At all relevant times, the inspector's employer had the right to direct the job and manner of performance.

46. At all relevant times, Plaintiff HOUSTON and the PaRR Class were not subject to any exemptions to the overtime provisions of the Fair Labor Standards Act, including but not limited to the professional, executive or administrative exemptions.

47. At all relevant times, Said PaRR Defendants knowingly mis-classified disaster housing inspectors, including Plaintiff and the PaRR Class, as independent contractors, and failed to pay overtime wages to Plaintiff and the PaRR Class in violation of the Fair Labor Standards Act.

48. At all relevant times, Said PaRR Defendants knowingly mis-classified disaster housing inspectors, including Plaintiff and the PaRR Class, as exempt, and failed to pay overtime wages to Plaintiff and the PaRR Class in violation of the Fair

1 Labor Standards Act.

2 **B. Unlawful Conduct of PARSONS and ALLTECH**

3 49. Defendant PARSONS is one of the oldest engineering firms in the world,  
4 and provides consulting, planning, engineering, program management, and  
5 construction management services. From 1994 to the present, PARSONS has  
6 contracted with FEMA to provide FEMA with inspection personnel and services for  
7 their disaster relief efforts. PARSONS provides FEMA with disaster housing  
8 inspectors, including Plaintiffs, through its wholly-owned subsidiary, Defendant  
9 ALLTECH.

10 50. At all relevant times Defendants PARSONS and ALLTECH operated  
11 under a contract with FEMA to provide housing inspector personnel at any and all  
12 national disaster sites in the United States and its territories. The contract between  
13 FEMA and Defendants PARSONS and ALLTECH details precise policy and  
14 procedures required by FEMA for the disaster housing inspections. Defendants  
15 PARSONS and ALLTECH in turn detailed precise policy and procedure whereby its  
16 inspectors, including Plaintiffs and the PARSONS Class, were to conduct and did  
17 conduct the disaster site housing inspections. Defendants PARSONS and ALLTECH  
18 exercise substantial control over their housing inspectors, including Plaintiffs and the  
19 PARSONS Class, in terms of how the inspections occurred. Defendants PARSONS  
20 and ALLTECH are and were paid millions of dollars by FEMA for their disaster  
21 housing inspection services.

22 51. At all relevant times herein, Plaintiff JOSEPH LOMASCOLO was  
23 employed by Defendants PARSONS and ALLTECH as an inspector to work on  
24 FEMA-related field inspections.

25 52. Plaintiff JOSEPH LOMASCOLO worked for Defendants PARSONS and  
26 ALLTECH as an inspector on FEMA-related field inspections from 2004 to May  
27 2007.

28 53. Each year Defendants PARSONS and ALLTECH and FEMA respond

1 to numerous disaster sites throughout the United States. For any disaster relief effort  
2 coordinated by FEMA, Defendants PARSONS and ALLTECH deploy thousands of  
3 inspectors to provide disaster inspection services to disaster victims. In providing  
4 inspection services, inspectors work substantial overtime hours without overtime  
5 compensation, as Defendants PARSONS and ALLTECH, have, at all relevant times,  
6 designated their disaster housing inspectors as independent contractors rather than  
7 employees. Notwithstanding the designation of disaster housing inspectors as  
8 independent contractors, said inspectors are factually and legally employees of said  
9 Defendants.

10 54. At all relevant times, Defendants PARSONS and ALLTECH recruit  
11 individuals to become inspectors to work on FEMA-related disaster projects. Many  
12 individuals so recruited have little or no prior inspection experience, and little or no  
13 disaster training or experience. PARSONS and ALLTECH provide the training  
14 necessary for its inspectors to properly conduct field inspections within the FEMA  
15 disaster housing program at no cost to inspectors. Said Defendants provide basic and  
16 advance training, as well as online training modules. All inspectors must complete  
17 online training and field workshops to qualify for assignment to a disaster site.  
18 Scores received in training are used to evaluate inspectors for assignment to disaster  
19 sites. Inspectors receive training initially, periodically, and on a daily basis through  
20 an office review procedure.

21 55. At all relevant times, Defendants PARSONS and ALLTECH authorize  
22 and pay for inspectors' travel to disaster sites, briefs its inspectors, at the disaster  
23 sites, and issues field equipment and computers to be used in the performance of their  
24 inspections. Inspectors are expected to work a minimum of thirty days at a disaster  
25 site, and are released from duty only when so authorized by Defendant PARSONS  
26 and ALLTECH field supervisors.

27 56. Field computers are provided to inspectors by Defendants PARSONS  
28 and/or ALLTECH; said computers have proprietary FEMA software including

1 NEMIS ("National Emergency Management Information System") and ACE  
2 ("Automated Construction Estimation"). This software automates the inspection  
3 process, eliminates inspector discretion, and promotes uniformity. The software is  
4 designed with a number of pop-up windows, tool bars, drop down menus and  
5 inspection screens to facilitate and homogenize the inspection process. There are  
6 inspection screens for information regarding registration, dwelling, real estate,  
7 personal property, needs, and post-inspection. The inspectors input the required  
8 information into the PARSONS/ALLTECH-provided computer, and at the end of the  
9 day wire/cable transfer said information to PARSONS/ALLTECH. The inspectors  
10 input the required information into the PARSONS/ALLTECH computer on the forms  
11 thereon, and at the end of the day the inspectors are required to and do wire/cable  
12 transfer said information to the defendants. Said Defendants then review the  
13 inspection information so provided, and communicate back to the inspector  
14 requesting corrected or additional information concerning the subject inspection.

15 57. Once deployed, inspectors are given specific inspections to be performed  
16 on a daily basis. Defendants retain the control over inspectors to insist that precise  
17 protocols during inspections are followed and retains control to exert oversight,  
18 evaluation and re-inspection by supervisors. Defendants assign their inspectors to  
19 certain geographic areas. Defendants direct inspectors to plan their route to their  
20 inspections, to telephone FEMA relief applicants, travel to the inspection, meet the  
21 applicant, perform automated paperwork related to the application, inspect damages  
22 to the property, fill out the automated paperwork upon completion, and transfer the  
23 information via wire/cable to PARSONS/ALLTECH/FEMA. Defendants PARSONS  
24 and ALLTECH requires that each inspection take thirty to forty-five minutes.  
25 Defendants PARSONS and ALLTECH require the inspectors to work from sun-up  
26 to sun-down and complete up to sixteen inspections per day, and after the last  
27 inspection, wire/cable all inspection data to said Defendants and to call applicants to  
28 schedule the next day's inspections. Said Defendants require their inspectors to be on-

1 call at all times while assigned to a disaster site inspection project.

2 58. Defendants PARSONS and ALLTECH instruct its housing inspectors  
3 on professional and ethical behavior to be used during inspections including the  
4 manner in which they are to conduct their inspections. Said Defendants require their  
5 inspectors to sign a Code of Conduct & Ethics before commencing work as an  
6 inspector.

7 59. Defendants PARSONS and ALLTECH supervise their inspectors  
8 directly and indirectly. Said Defendants issue questionnaires to the disaster victims  
9 asking for an evaluation of the inspector's work. Said Defendants also contact by  
10 telephone a percentage of each inspector's applicants shortly after the inspection to  
11 monitor the inspector's field performance.

12 60. Defendants PARSONS and ALLTECH require inspectors to perform all  
13 inspection services personally, and they are not authorized to hire assistants or other  
14 workers to assist in the performance of the inspection services. Said Defendants  
15 require this as a means of retaining control of the training of the inspectors and the  
16 manner in which the inspections are carried out. Defendants PARSONS and  
17 ALLTECH assign supervisors in the field to supervise inspectors. Each inspector is  
18 graded upon the quality of his or her inspections; said grade has an affect on future  
19 inspection assignments and bonus eligibility.

20 61. Defendants PARSONS and ALLTECH require inspectors to call said  
21 Defendants several times daily to listen to broadcast directives concerning the manner  
22 of performing inspections, and discipline the inspectors if they do not.

23 62. At all relevant times, Defendants PARSONS and ALLTECH require  
24 inspectors to wear badges identifying themselves as PARSONS/ALLTECH Housing  
25 Inspectors under contract of FEMA. Said Defendants also require certain dress code  
26 for their inspectors, and are given instructions on what to say to the public on off  
27 hours.

28 63. Inspectors working for Defendants PARSONS and ALLTECH have a

1 total lack of independence over setting their work hours, work crews and other details  
2 of their inspection work. Said inspectors are required to work only on the disaster  
3 inspection project at hand and not offer services to third parties while the project is  
4 ongoing. In fact, the demands made upon the inspectors by Defendants PARSONS  
5 and ALLTECH make it practically impossible for them to offer services to other  
6 employers while on call during a disaster housing inspection project.

7       64. Defendants PARSONS and ALLTECH pay their inspectors a set fee for  
8 each inspection, thus eliminating any opportunity to experience a profit or loss  
9 consistent with an independent business.

10       65. The inspector's investment in the overall disaster housing inspection  
11 operation is disproportionately small when compared to Defendants' investment in  
12 the business. PARSONS/ALLTECH inspectors invest very little in the business other  
13 than their time. Said Defendants' business is principally FEMA inspection work as  
14 performed by their employed inspectors.

15       66. Defendants PARSONS and ALLTECH require their inspectors to work  
16 full-time and exclusively for said Defendants during the project, and for at least thirty  
17 days consecutively at the disaster site.

18       67. The inspectors working for Defendants PARSONS and ALLTECH do  
19 not make any independent judgments on the job site, but only execute the  
20 requirements set forth by their employer for conducting inspections and reporting  
21 findings thereon. Their job is to document information and transmit the information  
22 to Defendants.

23       68. Plaintiff and members of the PARSONS Class are economically  
24 dependent upon Defendants PARSONS and ALLTECH during the time they work at  
25 a disaster site conducting inspections. The nature of job takes the inspector to a non-  
26 domiciliary site away from their residence for a period of at least thirty days where  
27 the inspectors are required to devote full-time to their employers' task of conducting  
28 housing disaster inspections for FEMA.

69. Inspectors working for Defendants PARSONS and ALLTECH purchased little or no equipment of their own for purposes of their job. They are provided with a company computer and software, and a camera for purposes of their inspections.

70. Defendants PARSONS and ALLTECH require their inspectors to complete inspections within a certain number of hours after the inspection assignment is issued.

71. Defendants PARSONS and ALLTECH expressly reserve the right to terminate inspectors for a variety of reasons including job performance. Said Defendants reserve the right to release inspectors from the disaster project in the event that the inspector takes a day off. The inspectors are required to work holidays and weekends during the project. The inspectors have no right to turn down inspection assignments.

72. At each inspection site, the PARSONS/ALLTECH inspector inspects only those parts and characteristics of the subject property as per the direction and questions put to him/her by software on the computer supplied by the employer.

73. Defendants PARSONS and ALLTECH impose disincentives on inspectors that reduced payment for each inspection that was considered substandard or otherwise deficient as determined by FEMA, and eliminate the payment for any inspection rejected outright by FEMA.

74. At all times relevant, the PARSONS/ALLTECH inspector operated under the direction and control of said Defendants in the performance of the disaster inspection services. At no time were the inspectors free from direction and control over the performance of the disaster inspection services. At all relevant times, the inspector's employer had the right to direct the job and manner of performance.

75. At all relevant times, Plaintiff and the members of the PARSONS Class were not subject to any exemptions to the overtime provisions of the Fair Labor Standards Act, including but not limited to the professional, executive or

1 administrative exemptions.

2 76. At all relevant times, Defendants PARSONS and ALLTECH knowingly  
3 misclassified disaster housing inspectors, including Plaintiff and the members of the  
4 PARSONS Class, as independent contractors, and failed to pay overtime wages to  
5 Plaintiff and members of the PARSONS Class in violation of the Fair Labor  
6 Standards Act.

7 77. At all relevant times, Defendants PARSONS and ALLTECH knowingly  
8 misclassified disaster housing inspectors, including Plaintiff and members of the  
9 PARSONS Class, as exempt, and failed to pay overtime wages to Plaintiff and  
10 members of the PARSONS Class in violation of the Fair Labor Standards Act.

#### 11 **FIRST CAUSE OF ACTION**

12 **(Violation of FLSA 29 U.S.C. 201 et seq. For Unpaid Overtime Wages By**  
13 **Plaintiff Ronald Houston and The PaRR Class Against**  
14 **Defendants URS, DEWBERRY & PaRR)**

15 78. Plaintiff, individually and behalf of all employees similarly situated  
16 constituting the PaRR Class, refers to and incorporates herein by this reference all  
17 preceding paragraphs as though fully set forth herein.

18 79. Plaintiff HOUSTON and members of the PaRR Class were at all relevant  
19 times employees of Defendants PaRR, URS and DEWBERRY, and have a right to  
20 recovery under the Fair Labor Standards Act, 29 U.S.C. 207(a)(1) for unpaid overtime  
21 wages.

22 80. Plaintiff HOUSTON and members of the Class have a right to recovery  
23 under the Fair Labor Standards Act, 29 U.S.C. 207(a)(1) for unpaid overtime wages  
24 owed for hours worked in excess of forty hours per week in which compensation was  
25 based upon the number of hours worked each week, but where Plaintiff HOUSTON  
26 and members of the Class were not paid an amount equal to one and one-half times  
27 their normal hourly rate for all hours worked in excess of forth hours per week.  
28 Plaintiff HOUSTON and members of the Class were not independent contractors,

1 and were not subject to the professional, executive or administrative exemptions to  
2 the overtime provisions of the FLSA because they were not paid on a "salary basis"  
3 as that term is defined in 29 C.F.R. 541.118. No other exemption to the overtime  
4 provisions of the FLSA applies to these individuals.

5 81. Plaintiff HOUSTON and members of the Class are "similarly situated"  
6 because the manner in which they were was paid (based on a set amount per  
7 inspection with no minimum "salary") was the result of a single decision, policy or  
8 plea or plan on the part of Defendants PaRR, URS and DEWBERRY, there are no  
9 apparent individual defenses to these claims, and the fairness and procedural aspects  
10 of these claims dictated a broad scale approach. A § 216(b) action is appropriate  
11 insofar as it lowers costs to Plaintiff HOUSTON and members of the Class through  
12 the pooling of resources, and limits the controversy to one proceeding which  
13 efficiently resolves common issues of law and fact that arouse from the same alleged  
14 activity.

15 82. Plaintiff HOUSTON and members of the Class are disaster housing  
16 inspectors who worked for Defendants PaRR, URS and DEWBERRY on an as  
17 needed basis dependent on the occurrence of disasters in the United States. Plaintiff  
18 HOUSTON and members of the Class was employed within three years of the date  
19 of the filing of the Complaint in this matter. Plaintiff HOUSTON and members of the  
20 Class were paid on a per inspection basis and was not paid overtime wages for hours  
21 worked in excess of 40 hours per week in violation of § 207(a) of the FLSA (29  
22 U.S.C. 207(a)).

23 83. Plaintiff HOUSTON and members of the Class are informed and  
24 believes and thereon alleges that Defendants PaRR, URS and DEWBERRY knew  
25 or should have known that their disaster housing inspectors, including Plaintiffs, were  
26 not independent contractors, and did not qualify as exempt employees and purposely  
27 elected not to pay him for overtime labor

28 84. The failure by Defendants PaRR, URS and DEWBERRY to pay Plaintiff

HOUSTON and members of the Class overtime wages constituted a "willful violation" of the overtime provisions of the FLSA and therefore his claim is timely under 29 U.S.C. 255 of the "Port-to-Portal Pay Act." For purposes of this cause of action, Plaintiff Houston and the PaRR Class seek recovery of damages sustained within three years of the filing of this Complaint.

85. Pursuant to 29 U.S.C. 216(b), Defendants PaRR, URS and DEWBERRY owe Plaintiff HOUSTON and members of the PaRR Class unpaid overtime wages, liquidated damages in an amount equal to overtime wages, attorneys' fees and costs.

## **SECOND CAUSE OF ACTION**

**(By Plaintiff Ronald Houston and the PaRR Class For Preliminary and Permanent Injunction and Other Equitable Relief Against Defendants URS, DEWBERRY, and PaRR)**

86. Plaintiff HOUSTON, individually and on behalf of each employee similarly situated, refers to and incorporates herein by reference all preceding paragraphs as though fully set forth herein.

87. Plaintiff HOUSTON and members of the Class allege that if Defendants PaRR, URS and DEWBERRY are not enjoined from the conduct set forth herein above, they will continue to wrongfully classify disaster housing inspectors, including Plaintiff HOUSTON and members of the Class, as independent contractors, and continue to fail to pay overtime wages to disaster housing inspectors who did not and do not meet the statutory and regulatory exemption requirements. In addition, Defendants PaRR, URS and DEWBERRY will continue to avoid paying the appropriate taxes, insurance, and unemployment holdings.

88. Plaintiff HOUSTON and members of the Class request that the Court issue a preliminary and permanent injunction prohibiting Defendants PaRR, URS and DEWBERRY from misclassifying disaster housing inspectors and requiring Defendants to classify disaster housing inspectors as employees, and requiring

1 Defendants to pay Plaintiff and the members of the Class overtime wages for time  
2 worked in excess of 40 hours per week.

### 3 THIRD CAUSE OF ACTION

4 **(Violation of FLSA 29 U.S.C. 201 et seq. For Unpaid Overtime Wages By**  
5 **Plaintiff Joseph Lomascolo and the Parsons Class Against Defendants**  
6 **Parsons and Alltech)**

7 89. Plaintiff, individually and behalf of all employees similarly situated,  
8 refers to and incorporates herein by this reference all preceding paragraphs as though  
9 fully set forth herein.

10 90. Plaintiff and members of the Class are employees of Defendants  
11 PARSONS and ALLTECH and have a right to recovery under the Fair Labor  
12 Standards Act, 29 U.S.C. 207(a)(1) for unpaid overtime wages.

13 91. Plaintiff and members of the Class have a right to recovery under the  
14 Fair Labor Standards Act, 29 U.S.C. 207(a)(1) for unpaid overtime wages owed to the  
15 Plaintiff and members of the Class for hours worked in excess of forty hours per  
16 week in which compensation was based upon the number of hours that they worked  
17 each week, but they were not paid an amount equal to one and one-half times their  
18 normal hourly rate for all hours worked in excess of forth hours per week. Plaintiff  
19 and members of the Class were not an independent contractors, and were not subject  
20 to the professional, executive or administrative exemptions to the overtime provisions  
21 of the FLSA because they were not paid on a "salary basis" as that term is defined in  
22 29 C.F.R. 541.118. No other exemption to the overtime provisions of the FLSA  
23 applies to the Plaintiff and members of the Class.

24 92. Plaintiff and members of the Class are "similarly situated" because the  
25 manner in which they were paid (based on a set amount per inspection with no  
26 minimum "salary") and as an independent contractor rather than an employee, was  
27 the result of a single decision, policy or plan on the part of Defendants PARSONS  
28 and ALLTECH, there are no apparent individual defenses to these claims, and the  
fairness and procedural aspects of these claims dictated a broad scale approach. A

1 § 216(b) collective action is appropriate insofar as it lowers costs to the Plaintiff and  
2 members of the Class through the pooling of resources, and limits the controversy  
3 to one proceeding which efficiently resolves common issues of law and fact that  
4 arouse from the same alleged activity.

5 93. Plaintiff and members of the Class are disaster housing inspectors who  
6 worked for Defendants PARSONS and ALLTECH on an as needed basis dependent  
7 on the occurrence of disasters in the United States. Plaintiff and members of the  
8 Class were employed within three years of the date of the filing of the Complaint in  
9 this matter. Plaintiff and members of the Class were paid on a per inspection basis  
10 as an independent contractor and not as an employee, and were not paid overtime  
11 wages for hours worked in excess of 40 hours per week in violation of § 207(a) of the  
12 FLSA (29 U.S.C. 207(a)).

13 94. Plaintiff and members of the Class are informed and believes and thereon  
14 allege that Defendants PARSONS and ALLTECH knew or should have known that  
15 their disaster housing inspectors, including Plaintiff and members of the Class, were  
16 not independent contractors, and did not qualify as exempt employees and purposely  
17 elected not to pay them for overtime labor.

18 95. Defendants PARSONS and ALLTECH's failure to pay Plaintiff and  
19 members of the Class overtime wages constituted a "willful violation" of the overtime  
20 provisions of the FLSA and therefore his claim is timely under 29 U.S.C. 255 of the  
21 "Port-to-Portal Pay Act." Plaintiff and the Parsons Class seek recovery for damages  
22 sustained within three years of filing this Complaint.

23 96. Pursuant to 29 U.S.C. 216(b), Defendants PARSONS and ALLTECH  
24 owes Plaintiff and members of the Class unpaid overtime wages, liquidated damages  
25 in an amount equal to overtime wages, attorneys' fees and costs.

26 //

27 //

28 //

**FOURTH CAUSE OF ACTION**

**(By Plaintiff Joseph Lomascolo For Preliminary and Permanent Injunction  
and Other Equitable Relief Against Defendants Parsons and Alltech)**

97. Plaintiff, individually and on behalf of each employee similarly situated, refers to and incorporates herein by reference all preceding paragraphs as though fully set forth herein.

98. Plaintiff and members of the Class allege that if Defendants PARSONS and ALLTECH is not enjoined from the conduct set forth herein above, they will continue to wrongfully classify disaster housing inspectors, including Plaintiff and members of the Class, as independent contractors, and continue to fail to pay overtime wages to disaster housing inspectors, including Plaintiff and members of the Class, who did not and do not meet the statutory and regulatory exemption requirements. In addition, Defendants PARSONS and ALLTECH will continue to avoid paying the appropriate taxes, insurance, and unemployment holdings.

99. Plaintiff and members of the Class request that the Court issue a preliminary and permanent injunction prohibiting Defendants PARSONS and ALLTECH from misclassifying disaster housing inspectors and requiring Defendants to classify disaster housing inspectors as employees, and requiring Defendants to pay Plaintiff and the members of the Class overtime wages for time worked in excess of 40 hours per week.

WHEREFORE, Plaintiffs, individually and on behalf of their similarly situated respective Classes, pray for judgment against all Defendants as follows:

**FIRST CAUSE OF ACTION**

1. For an order certifying the "PaRR Class" as defined herein as a collective Class Action under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and requiring that appropriate opt-in notice of this action be given;

2. For general damages according to proof, including an amount equal to the overtime wages owed, plus an equal amount in liquidated damages as provided

1 by 29 U.S.C. 216;

2 3. For special damages according to proof, including an amount equal to  
3 the overtime wages owed, plus an equal amount in liquidated damages as provided  
4 by 29 U.S.C. 216;

5 4. For prejudgment interest to the extent provided by law;

6 5. For costs of suit;

7 6. For reasonable attorneys' fees; and

8 7. For such other relief as this Court may deem just and proper.

9 **SECOND CAUSE OF ACTION**

10 1. For injunctive relief requested herein: Plaintiff HOUSTON and members  
11 of the Class request that the Court issue a preliminary and permanent injunction  
12 prohibiting Defendants PaRR, URS and DEWBERRY from misclassifying disaster  
13 housing inspectors as independent contractors, and requiring Defendants to classify  
14 disaster housing inspectors as employees, and requiring Defendants to pay its  
15 disaster housing inspectors overtime wages for time worked in excess of 40 hours per  
16 week.

17 2. For prejudgment interest to the extent provided by law;

18 3. For costs of suit;

19 4. For reasonable attorneys' fees; and

20 5. For such other relief as this Court may deem just and proper.

21 **THIRD CAUSE OF ACTION**

22 1. For an order certifying the "PARSONS Class" as defined herein as a  
23 collective Class Action under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and  
24 requiring that appropriate opt-in notice of this action be given;

25 2. For general damages according to proof, including an amount equal to  
26 the overtime wages owed, plus an equal amount in liquidated damages as provided  
27 by 29 U.S.C. 216;

28 3. For special damages according to proof, including an amount equal to

1 the overtime wages owed, plus an equal amount in liquidated damages as provided  
2 by 29 U.S.C. 216;

- 3 4. For prejudgment interest to the extent provided by law;
- 4 5. For costs of suit;
- 5 6. For reasonable attorneys' fees; and
- 6 7. For such other relief as this Court may deem just and proper.

7 **FOURTH CAUSE OF ACTION**

8 1. For injunctive relief requested herein: Plaintiff LOMASCOLO and  
9 members of the Class request that the Court issue a preliminary and permanent  
10 injunction prohibiting Defendants PARSONS and ALLTECH from misclassifying  
11 disaster housing inspectors as independent contractors, and requiring Defendants to  
12 classify disaster housing inspectors as employees, and requiring Defendants to pay  
13 its disaster housing inspectors overtime wages for time worked in excess of 40 hours  
14 per week.

- 15 2. For prejudgment interest to the extent provided by law;
- 16 3. For costs of suit;
- 17 4. For reasonable attorneys' fees; and
- 18 5. For such other relief as this Court may deem just and proper.

19  
20 DANZ & GERBER

21 DATED: November 7, 2007 ENGSTROM, LIPSCOMB & LACK

22  
23 By: 

24 WALTER J. LACK  
25 RICHARD P. KINNAN  
26 KARL GERBER  
27 Attorneys for Plaintiffs and the  
28 Classes

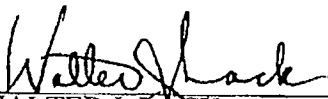
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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of the Fair Labor Standards Act claims and any other claims so triable asserted in this Complaint.

DANZ & GERBER

DATED: November 7, 2007      ENGSTROM, LIPSCOMB & LACK

By:   
WALTER J. LACK  
RICHARD P. FINNAN  
KARL GERBER  
Attorneys for Plaintiffs and the  
Classes

# EXHIBIT E

# EXHIBIT E

Parsons/Brinckerhoff  
Two Three Year Inspector count per state

| Two Year Look Back |                           |                               |                           |                                   |
|--------------------|---------------------------|-------------------------------|---------------------------|-----------------------------------|
| State              | No. of Insp. in Residence | Percent of Total # Inspectors | Number of Completed Insp. | Percent of Total # Completed Work |
| TX                 | 588                       | 26.0%                         | 162,215                   | 23.1%                             |
| FL                 | 325                       | 14.4%                         | 112,344                   | 16.0%                             |
| MI                 | 151                       | 6.7%                          | 51,307                    | 7.3%                              |
| CA                 | 111                       | 4.9%                          | 41,932                    | 6.0%                              |
| LA                 | 106                       | 4.7%                          | 39,462                    | 5.6%                              |
| GA                 | 97                        | 4.3%                          | 26,512                    | 3.8%                              |
| PR                 | 82                        | 3.6%                          | 20,114                    | 2.9%                              |
| OH                 | 68                        |                               |                           |                                   |
| NC                 | 64                        |                               |                           |                                   |
| AL                 | 54                        |                               |                           |                                   |
| TN                 | 53                        |                               |                           |                                   |
| PA                 | 50                        |                               |                           |                                   |
| NY                 | 38                        |                               |                           |                                   |
| IN                 | 37                        |                               |                           |                                   |
| OR                 | 35                        |                               |                           |                                   |
| AZ                 | 32                        |                               |                           |                                   |
| CO                 | 30                        |                               |                           |                                   |
| WA                 | 27                        |                               |                           |                                   |
| MS                 | 23                        |                               |                           |                                   |
| AR                 | 21                        |                               |                           |                                   |
| IL                 | 21                        |                               |                           |                                   |
| MO                 | 21                        |                               |                           |                                   |
| OK                 | 19                        |                               |                           |                                   |
| SC                 | 19                        |                               |                           |                                   |
| VA                 | 19                        |                               |                           |                                   |
| NM                 | 17                        |                               |                           |                                   |
| KY                 | 14                        |                               |                           |                                   |
| WV                 | 14                        |                               |                           |                                   |
| ME                 | 13                        |                               |                           |                                   |
| NV                 | 13                        |                               |                           |                                   |
| MN                 | 11                        |                               |                           |                                   |
| NJ                 | 10                        |                               |                           |                                   |
| WI                 | 10                        |                               |                           |                                   |
| IA                 | 8                         |                               |                           |                                   |

| Three Year Look Back |                           |                               |                           |                                   |
|----------------------|---------------------------|-------------------------------|---------------------------|-----------------------------------|
| State                | No. of Insp. in Residence | Percent of Total # Inspectors | Number of Completed Insp. | Percent of Total # Completed Work |
| TX                   | 645                       | 24.3%                         | 253,092                   | 20.6%                             |
| FL                   | 362                       | 13.7%                         | 190,910                   | 15.5%                             |
| MI                   | 166                       | 6.3%                          | 88,173                    | 7.2%                              |
| CA                   | 137                       | 5.2%                          | 81,960                    | 6.7%                              |
| LA                   | 119                       | 4.5%                          | 55,481                    | 4.5%                              |
| GA                   | 111                       | 4.2%                          | 40,637                    | 3.3%                              |
| PR                   | 91                        | 3.4%                          | 44,666                    | 3.6%                              |
| NC                   | 82                        |                               |                           |                                   |
| OH                   | 79                        |                               |                           |                                   |
| AL                   | 66                        |                               |                           |                                   |
| PA                   | 66                        |                               |                           |                                   |
| TN                   | 65                        |                               |                           |                                   |
| IN                   | 49                        |                               |                           |                                   |
| NY                   | 48                        |                               |                           |                                   |
| OR                   | 47                        |                               |                           |                                   |
| AZ                   | 40                        |                               |                           |                                   |
| CO                   | 39                        |                               |                           |                                   |
| WA                   | 33                        |                               |                           |                                   |
| MO                   | 31                        |                               |                           |                                   |
| AR                   | 29                        |                               |                           |                                   |
| MS                   | 27                        |                               |                           |                                   |
| IL                   | 26                        |                               |                           |                                   |
| OK                   | 25                        |                               |                           |                                   |
| SC                   | 25                        |                               |                           |                                   |
| VA                   | 24                        |                               |                           |                                   |
| NM                   | 20                        |                               |                           |                                   |
| NJ                   | 19                        |                               |                           |                                   |
| KY                   | 17                        |                               |                           |                                   |
| ME                   | 15                        |                               |                           |                                   |
| NV                   | 15                        |                               |                           |                                   |
| WV                   | 15                        |                               |                           |                                   |
| MN                   | 13                        |                               |                           |                                   |
| WI                   | 12                        |                               |                           |                                   |
| IA                   | 10                        |                               |                           |                                   |

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|----|---|
| ID | 8 |
| UT | 7 |
| VT | 6 |
| KS | 5 |
| MD | 5 |
| MT | 5 |
| CT | 4 |
| HI | 4 |
| NE | 4 |
| NH | 4 |
| DE | 3 |
| ON | 2 |
| SD | 2 |
| MP | 1 |
| RI | 1 |
| WY | 1 |

2,263

Total # Insp.

702,811

Parsons/Brinckerhoff  
Two Three Year Inspector count per state

|    |    |
|----|----|
| ID | 10 |
| UT | 10 |
| KS | 7  |
| VT | 7  |
| HI | 6  |
| MD | 6  |
| MT | 6  |
| CT | 5  |
| NH | 5  |
| NE | 5  |
| DE | 4  |
| MA | 3  |
| ON | 2  |
| SD | 2  |
| MP | 2  |
| ND | 1  |
| RI | 1  |
| WY | 1  |

2,651

Total # Insp.

1,231,033